

ORDINANCE NO. 13-40

ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REPEALING EXISTING ARTICLE II OF CHAPTER 4 OF THE CODE OF ORDINANCES, PERTAINING TO STANDARDS FOR OPERATORS AND TENANTS AT LEESBURG INTERNATIONAL AIRPORT; ENACTING NEW STANDARDS GOVERNING THE SAME SUBJECT; PROVIDING DEFINITIONS; SPECIFYING MINIMUM STANDARDS FOR LEASES, TENANTS ENGAGING IN AERONAUTICAL ACTIVITIES, AIRCRAFT SALES AND RENTALS, FLIGHT TRAINING, COMMERCIAL FLIGHT SERVICES, FIXED BASE OPERATORS, AIRCRAFT MAINTENANCE AND REPAIR SERVICES, CHARTER SERVICES, FUEL STORAGE AND DISPENSING FACILITIES, CITY OWNED HANGARS, AND MANAGEMENT OF AIRPORT ACTIVITIES; SPECIFYING A MEANS OF WAIVING STANDARDS WHERE APPROPRIATE UNDER THIS ORDINANCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg, created under and pursuant to the Laws of the State of Florida, hereinafter referred to as "City" owns the public airport known as Leesburg International Airport (LEE) hereinafter referred to as "Airport;"

WHEREAS, the City desires to establish standards and requirements for Aeronautical Activities at the Airport to protect the public's health, safety, and interest, as well as to promote the development and self-sustainability of the Airport;

WHEREAS, the City, in recognition of contractual obligations contained in certain contracts between said Airport and the United States of America relative to the expenditure of Federal funds for the development and operation of said Airport, desires that all such Aeronautical Activities be conducted on said Airport in a fair and equitable manner;

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

Article II of Chapter 4 of the Code of Ordinances of the City of Leesburg, Florida, is hereby repealed in its entirety and shall be replaced by a new Article II which reads as follows:

## **Article II. Standards for Operators and Airport Tenants.**

### **Sec. 4 – 16. Statement of Policy**

Airport shall provide a fair and reasonable opportunity, without unlawful discrimination, to all Applicants to qualify, or otherwise compete, for available Airport facilities and the furnishing of selected Aeronautical Activities subject to the Minimum Standards established by the City and set forth herein. The City reserves the right to modify or alter these Minimum Standards from time to time.

These Standards set forth the minimum requirements to be met by individuals, groups, or organizations seeking to perform or conduct Aeronautical Activities at the Airport. The City's goal in adopting these Standards is to protect the level and quality of Aeronautical Activities offered to the public, and to encourage the development of quality aeronautical services and facilities at the Airport. All Operators are encouraged to exceed the minimums.

Prior to starting any operation(s), a potential Operator must enter into a written contract with the City. The contract will recite the terms and conditions under which the Aeronautical Activities will be conducted on the Airport, including, but not limited to, the term of the agreement, the rentals, fees and charges, and the rights and obligations of the respective parties. The granting of such right or privilege, however shall not be construed in any manner as affording the Operator any exclusive or continuing right of use of the premises or facilities of the Airport, other than those premises leased exclusively to the Operator, for the term of the lease, and then only to the extent in the written lease.

### **Sec. 4-17. Applicability and Compliance.**

All existing Tenants with approved leases conducting operations on the Airport, before the effective date of this Ordinance, are "grandfathered" and will be allowed to continue operations according to previous standards if the City determines that the continuation of such operation is in the public interest and does not conflict with any Federal or State regulation. However, the renewal, amendment, assignment, or renegotiation of an existing lease waives such privilege and the Tenant will be required to comply, within a reasonable time, with all applicable provisions of these Minimum Standards.

### **Sec. 4 – 18. Definitions.**

As used in this Ordinance, the terms listed below shall have the meanings shown:

**Aeronautical Activity** – Any activity that involves, makes possible, or is required for the operation of Aircraft or that contributes to or is required for the safety of such operations.

**Aircraft** – Any contrivance now known or hereafter invented, used or designated for navigation of or flight in air.

**Airport** – The Leesburg International Airport, owned by the City of Leesburg, Florida.

**Airport Manager** – The person, designated by the City Manager, responsible for the management and operation of the Airport.

**Applicant** – All individuals, groups, or organizations seeking to enter into a contract with the City to establish, perform, or operate an Aeronautical Activity at the Airport.

**AVGAS** – Aviation Gasoline

**EPA** – Environmental Protection Agency

**FAA** – Federal Aviation Administration

**Fair and Reasonable Rate** - The FAA and FDOT requires any public airport developed with grant assistance to operate with the goal of being self-sustaining. This includes the obligation of the airport sponsor to charge Market Rent for the lease of airport property and to determine the Market Value for the sale of airport property.

**Fixed Base Operator (FBO)** – An individual, group, or organization granted the right by the Airport to operate on the Airport and provide aeronautical services such as fueling, Aircraft storage, tie-down and parking, Aircraft rental, Aircraft maintenance, flight instruction, etc.

**FDEP** – Florida Department of Environmental Protection

**FDOT** – Florida Department of Transportation

**Lease** – A legally binding agreement between the City and a Tenant for the latter's use of specified facilities and/or property on the Airport.

**Minimum Standards** – Standards established by the City as the Minimum requirements any individual, group, or organization must meet as a condition of the right to conduct an Aeronautical Activity on the Airport (also referred to herein as "Standards").

**NAPA** – National Asphalt Pavement Association

**NFPA** – National Fire Protection Association

**Operator** – An individual, group, or organization performing, operating or engaging in an Aeronautical Activity on the Airport.

**OSHA** – Occupational Safety and Health Administration

**Rules and Regulations** – The Rules and Regulations of the Airport, as amended from time to time by the City.



**Tenant** – An individual, group, or organization that has the right of temporary use and possession of particular property, which has been conveyed to that by the City.

**Sec. 4 – 19. Leases.**

- A. Leases at the Airport shall be governed by the standards in this Section. No lease shall be granted until the prospective Tenant has filed a written application which at a minimum contains the following information:
- a. Name and address of Applicant.
  - b. Proposed land use, facility, and/or Aeronautical Activity sought.
  - c. Names and qualifications of personnel involved in conducting Aeronautical Activity.
  - d. Financial capability of Applicant.
  - e. Proposed date of commencement of Aeronautical Activity.
  - f. Proposed term.
  - g. Proposed improvements.
  - h. Estimated cost of proposed improvements.
  - i. Method of financing construction or acquisition of facilities.
- B. Once the written application required is filed and received by the Airport Manager, it shall be reviewed for compliance with these Standards. The City may deny any Application to conduct or engage in an Aeronautical Activity at the Airport if, in the opinion of the City, Applicant for any reason does not meet the qualifications, standards, and requirements established by these Standards, the proposed operation does not comply with Airport Master Plan, or the proposed operation conflicts with Federal, State, or local rules and regulations.
- C. Upon approval of Application, the City shall cause to be prepared an agreement between Applicant and the City. A written agreement properly executed by the Applicant and the City is a prerequisite to tenancy on the Airport and the commencement of any operations thereon. Such written agreement is only deemed to be valid once it is approved by the City Commission. All lease contracts shall contain the following provisions, among others:
- a. Provisions for strict compliance with these Minimum Standards.
  - b. Term provision, which shall not exceed 50 years. However, the standard term is 20 years plus possible option(s) totaling 10 years.
  - c. Fair and Reasonable Rate and/or Airport Fees, as customary of the aviation industry, to be paid to the Airport.
  - d. Rent escalation provision, such as adjustments based on Consumer Price Index-Urban (CPI-U) and/or reappraisals.
  - e. Provision for security deposit, performance bond, or other form of performance guarantee to be posted by Operator, if applicable.
  - f. Provisions related to taxes. However, defects on the lease contract shall not transfer any tax liability to the City. In all circumstances, Tenants are responsible for all taxes related to the leased property and business activities.

- g. Maintenance and repair provision, which shall be of responsibility of the Tenant.
  - h. Release, Indemnity, and Hold Harmless provisions.
  - i. Insurance requirements provision.
  - j. Provision providing that all improvements, structures, or facilities to be built, constructed, or placed upon the Airport shall conform to all safety regulations of the State of Florida, Lake County, and the City of Leesburg; and shall conform to the requirements of current building codes and fire regulations of said jurisdictions.
  - k. Provision that all improvements, structures or facilities built, constructed, or placed upon the Airport shall, once commenced, be diligently pursued to completion.
  - l. Covenants specifically agreeing to comply with environmental laws and regulations.
  - m. Provision that the contract is subordinate to any existing or future agreement between the City and the United States, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to expenditure of Federal funds for the development of Airport properties.
  - n. Provision prohibiting sublease or assignment of Agreement without prior written approval of the City.
  - o. Provision that all improvements, structures, or facilities to be built, constructed, or placed upon the Airport shall revert to the City upon termination of contract with the City.
  - p. Provisions required by FAA or other governmental entities.
- D. The City shall hire an appraiser to determine the Market Value and/or Market Rent of Airport property, unless the City, at its sole discretion, determines that the Market Value and/or Market Rent is well known due to appraisals previously performed. The FAA requires that all the airport appraisals be performed by licensed professionals and the State of Florida requires a real estate appraiser to be state-licensed.
- E. Each Airport operator shall protect the general public, customers or clients and the City from all lawful damages, claims, or liability, and they shall provide types of insurance required in the applicable category(s) and written in such amounts as determined by the City of Leesburg and the operator during lease negotiations. It should be noted that the amounts may be amended from time to times as deemed prudent by the City. The City shall be an additional named insured in any such policy and certificate of insurance evidencing the same and the required coverage shall be delivered to the City prior to or at the time of any lease of airport property. The certificate of insurance shall also provide that the City will be notified by the insurance company, in writing, thirty (30) days before cancellation of such insurance. Such insurance policies shall remain in full force and effect during the term of the lease/contract between the operator and the City. Any renewal policies shall be filed with the City not less than thirty (30) days before the expiration date of such policies.

- a. All operators shall conform with and abide by all rules and regulations of Federal Aviation Administration, Leesburg International Airport, and the City of Leesburg. In this regard, operators shall require that aircraft that they own and operate, or make available for hire, be operated by personnel who hold appropriate and current Federal Aviation Administration Pilot and Medical Certificates.
- b. Hazardous materials used or stored by the operator shall be limited to those reasonably necessary for the aeronautical or related activity the operator engages in. The operator agrees to make a special effort to detect hazardous materials and conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. NFPA, EPA, DEP, OSHA, and all other applicable laws and ordinances shall be followed as well as American National Standard Institute Safety Standards. No operator shall have or store any type of explosive, incendiary, or volatile chemical or biological substance on their leasehold. All hazardous spills, accidents, injuries, or claims or potential claims shall be reported promptly to the Hazardous Materials Unit of the Leesburg Fire Department, as well as the Airport Manager and the City Manager or designee. Exemptions are subject to the approval of the Airport Manager and the City Manager or designee.
- c. Notwithstanding the foregoing, tenants may store aviation fuel within tanks contained on individual aircraft stored on their premises, provided the aircraft is airworthy and well maintained, and the tank does not leak or otherwise pose a hazard. From time to time, the City of Leesburg may enter into a contract, license, or other agreement with a tenant to store Jet A and 100LL AVGAS on their leasehold premises for use related to their specific business only, without however authorizing sales or distribution of fuel to third parties. Storage of all fuels must be subject to approval of the Airport Manager, Fire Marshall, City Manager and City Commission, and be conducted in accordance with all applicable laws, rules and regulations as well as all conditions specified herein and in any contract, license or other agreement pertaining to fuel storage. The storage vehicle or other storage receptacle must be of an approved type to meet NAPA, EPA, FDEP, OSHA and all other applicable laws and ordinances that are evident on a City, County, State and Federal level. Tenants will be required to indemnify the City against any loss or damage arising out of or resulting from fuel storage, including but not limited to death, personal injury, damage to property, environmental fines or cleanup costs, and the costs and attorneys' fees incurred by the City in connection with any incident to which this obligation or indemnity would apply. Tenants may also be required to carry adequate additional insurance coverage regarding environmental and other risks inherent in the storage and dispensing of fuels, PROVIDED that every effort shall be made in negotiating required insurance coverage, to see that similarly situated tenants, whose proposed fuel storage activities pose similar risks, are treated as equally as possible given the nature and extent of the risks involved, the availability and cost of the required insurance coverage at the time the contract is



signed, and other factors pertinent to the question of insurance coverage. Nothing in the Standard shall be deemed to abrogate or impair any express obligation of the City or express right of any tenant as set forth explicitly in writing in any contract or lease in existence on the date this Standard is adopted.

F. Successful Applicants who are approved by the City and execute leases with the City are required to comply with the following:

- a. **Informational Update.** Promptly notify the City of any changes in information provided on application and/or contract.
- b. **Compliance with Other Regulations.** Abide and comply with all Federal, State, and local laws, ordinances, regulations, and the rules and regulations of the Airport.

#### Sec. 4 – 20. Conduct of Aeronautical Activities.

Any individual, group, or organization desiring to conduct Aeronautical Activities on the Airport shall meet or exceed the following standards:

- a. **Certification.** All Tenants shall obtain and maintain the necessary certificates from the FAA and/or any other Authority required for the proposed Aeronautical Activity.
- b. **Regulatory Compliance.** All Tenants shall comply with all Federal, State and local laws, the Airport Master Plan, the Airport Rules and Regulations, and the Minimum Standards for Aeronautical Activities, which may be amended from time to time, that apply to their business, including rules and regulations promulgated by the City. All Tenants shall keep in effect and post in a prominent place on their business premises all necessary and/or required licenses and/or permits.
- c. **Aeronautical Activity Service.** Tenants shall furnish good, prompt and efficient service on a fair, reasonable, and non-discriminatory basis to all users of the Airport adequate to meet all reasonable demands for its services at the Airport. Tenants shall charge fair, reasonable, and non-discriminatory prices for each unit sale or service; provided that Tenants are allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- d. **Employees.** Tenants shall provide, at their sole expense, a sufficient number of employees to provide effectively and efficiently the services required or authorized to perform their Aeronautical Activity under their contract with the City.
- e. **Employee Conduct and Training.** Tenants shall control and be responsible for the conduct, demeanor and appearance of their employees, who shall be trained by Tenants and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out

assigned duties. It shall be the responsibility of Tenants to maintain close supervision over their employees to assure a high standard of service to Tenant's customers.

- f. **Signage.** Tenants cannot advertise or place signage on the Airport unless specifically granted said rights in their respective agreement, or approved by the Airport Manager. Any signage within the Airport boundaries must be approved by the Community Development Department and by the Airport Manager.
- g. **Exclusive Rights.** It is NOT the intent of the City under a contract to grant Tenants the exclusive right to any or all of the Aeronautical Activity services described herein at any time during the term of the respective Agreement. The City reserves the rights, in its sole discretion, to grant others certain rights and privileges at Airport which are identical in part or in whole to those granted to Tenants.
- h. **Vendors and Suppliers.** Tenants shall have the right to choose, at their sole discretion, their vendors and suppliers.
- i. **Expenses.** Tenants shall meet all expenses and payments in connection with its contract with the City, including licenses, taxes, or permits required by law in the normal course of business.
- j. **Financial and Technical Capability.** All Tenants shall, upon request, provide the City with credible evidence as to their technical and financial ability to perform the Aeronautical Activity.

#### **Sec. 4 – 21. Specific Aeronautical Activities.**

Conduct of the specific Aeronautical Activities listed below shall be governed by the standard shown for each:

- A. **Aircraft Sales** - Any individual, group, or organization desiring to conduct or engage in Aircraft Sales of new and/or used Aircraft through franchises or licensed dealerships or distributorships (either on a rental or wholesale basis) of an Aircraft manufacturer; and provides such repair services, and parts as necessary to meet any guarantee or warranty on Aircraft sold, shall meet or exceed the following requirements:
  - a. Operator shall lease from the City an area of not less than 87,120 square feet (two acres) of land to provide space for hangars and other buildings; storage and display of Aircraft; paved private vehicle parking; paved Aircraft apron; paved pedestrian walkway; surface water management; and all storage, utilities and support facilities.
  - b. Operator shall construct hangar facilities providing at least five thousand (5,000) square feet of Aircraft storage/display space, and at least one thousand (1,000) square feet of office space, public lounge, and public restrooms.



- c. Operator shall provide at least eight thousand (8,000) square feet of paved Aircraft parking and operational area within his leasehold.
- d. Operator shall provide paved access from its facilities to Airport taxiway system. The paved access shall meet all applicable Airport and FAA standards for largest Aircraft anticipated using the sales facility.
- e. It is at Operator's discretion as to whether or not he is an authorized factory dealer or what manufacturer he chooses to represent.
- f. Operators who deal in new Aircraft sales shall hold an authorized factory sales or distributor franchise or sub-dealership. All Aircraft dealers shall hold applicable licenses or permits that may be required by any law or regulation.
- g. Operator shall have its premises open and available no less than eight (8) hours a day, five (5) days per week. Operator shall make provision for someone to be in attendance in the office at all times during the required hours of operation.
- h. Operator shall employ and have on duty during hours of operation, trained personnel in such numbers as are required to meet these Standards in an efficient manner, but no less than one (1) properly certified and qualified pilot to provide demonstration and check rides for Aircraft Operator intends to sell.

B. Aircraft lease and/or rental – Any individual, group, or organization desiring to conduct or engage in Aircraft Leasing and/or Rental on the Airport shall meet or exceed the following requirements:

- a. Operator shall lease from the City an area of not less than 87,120 square feet (two acre) of land to provide space for: hangars and other buildings; paved private vehicle parking; paved Aircraft apron; paved pedestrian walkway; surface water management; and all storage, utilities, and support facilities.
- b. Operator shall construct hangar facilities providing at least five thousand (5,000) square feet of Aircraft storage space, and at least one thousand (1,000) square feet of office, public lounge, and public restroom.
- c. Operator shall provide at least eight thousand (8,000) square feet of paved Aircraft parking and operational area within his leasehold.
- d. Operator shall provide paved access from its facilities to the Airport's taxiway system. The paved taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used in Operator's facility.
- e. Operator shall have its premises open and available no less than eight (8) hours a day, five (5) days a week. Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours. Operator shall also provide for "on call" services during off hours.
- f. Operator shall employ, and have on duty during required hours of operation, trained personnel in such numbers as are required to meet these Standards in an efficient manner, but no less than one (1) properly certified and qualified pilot to provide demonstration and check rides for Aircraft it intends to lease or rent.

- g. Operator shall have available for rental or lease, either owned or under exclusive written lease to Operator, a sufficient number of Aircraft to handle the proposed scope of its operation, but not less than two (2) certified and airworthy Aircraft. At least one (1) of these Aircraft should be equipped for and capable of flight under instrument weather conditions.
- C. Flight Training – Any individual, group, or organization desiring to conduct Flight Training or Pilot Training on the Airport shall meet or exceed following requirements:
- a. Operator shall lease from the City an area of not less than 87,120 square feet (two acre) of land to provide space for: hangars and other buildings; paved private vehicle parking; Aircraft apron; paved pedestrian walkway; surface water management; and all storage, utilities, and support facilities.
  - b. Operator shall construct hangar facilities providing at least five thousand (5,000) square feet of Aircraft storage and at least one thousand (1,000) square feet of space for offices, classrooms, pilot briefing room, pilot and training lounge, and public restrooms.
  - c. Operator shall provide at least eight thousand (8,000) square feet of paved Aircraft parking and operating area within its leasehold.
  - d. Operator shall provide paved access from its facilities to the Airport's taxiway system. The taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used by Operator in his facility.
  - e. Operator shall have its premises open and available no less than eight (8) hours a day, five (5) days per week. Operator shall make provision for someone to be in attendance in the office at all times during the required hours of operation.
  - f. Operator shall employ, or have available on call, at least two (2) properly rated instructor pilots certified by the FAA to provide the type of training desired. Operator shall provide additional properly rated and certified instructor pilots as necessary to meet these Standards in an efficient manner.
  - g. If Operator is a FAR Part 141 approved flight school, Operator shall provide the City evidence of such FAA certification, and notify the City should such certification lapse, not be renewed, removed, or denied.
  - h. Operator shall have available for use in flight training, either owned or exclusively leased to Operator, not less than two (2) properly certified and airworthy Aircraft, at least one of which should be equipped and capable of use for instrument flight instruction.
  - i. Operator shall provide classroom facilities and be equipped with adequate audio and visual aids for effective ground school instruction. All of Operator's materials, supplies, and training methods must meet FAA requirements for the type of training offered by Operator.
- D. Specialized commercial flying services – Any individual, group, or organization desiring to operate and provide a Specialized Commercial Flying Service at Airport shall meet or exceed the following requirements:



- a. Operator shall lease from the City an area of not less than one acre (43,560 square feet) of land to provide space for hangars, and other buildings; paved auto parking; paved Aircraft apron; paved pedestrian walkways; surface water management; and all storage, servicing utilities and support facilities.
  - b. Operator shall construct hangar facilities providing at least three thousand five hundred (3,500) square feet of Aircraft storage and at least eight hundred (800) of space for offices, workshop, storage areas, and restrooms.
  - c. Operator shall provide at least three thousand six hundred (3,600) square feet of paved Aircraft parking and operating area within its leasehold.
  - d. Operator shall provide paved access from its facilities to Airport's taxiway system. The taxiway access shall meet all applicable Airport and FAA standards for largest Aircraft type anticipated to be used in Operator's facility.
  - e. Operator shall have its premises open and available no less than eight (8) hours a day, five (5) days per week and by appointment. Operator shall make provision for someone to be in attendance in the office at all times during the required hours of operation.
  - f. Operator shall employ, or have available on call, at least one (1) properly trained pilot certified by the FAA to operate its Aircraft and provide its services.
  - g. Operator shall provide and have based upon its leasehold, either owned by or under exclusive written lease to Operator, not less than one (1) properly certified Aircraft suitably equipped for, and meeting FAA requirements for the type of operation and services offered.
- E. Fixed base operator** – Any individual, group, or organization desiring to operate at the Airport as a Fixed Base Operator (FBO) shall meet or exceed the following requirements:
- a. Operator shall offer a full range of Aeronautical Activities and services which shall include, as a minimum, the following:
    - 1. Sale and dispensation of aviation fuels and oils.
    - 2. Aircraft hangar facilities.
    - 3. Aircraft tie-downs.
    - 4. Aircraft ramp service.
    - 5. Aircraft marshaling and towing.
    - 6. Aircraft rentals.
    - 7. Aircraft catering arrangement.
    - 8. Oxygen service.
    - 9. Ground transportation arrangement.
    - 10. Aircraft maintenance and service.
  - b. Operator shall lease from the City an area of not less than eight acres (348,480 square feet) of land to provide space for hangars and other buildings; paved auto parking; paved Aircraft Apron; paved pedestrian walkways; fuel farm storage facilities; surface water management; and all storage, servicing utilities and support facilities.



- c. Operator shall construct hangar facilities located adjacent to the Aircraft Apron required herein providing at least thirty thousand (30,000) square feet of inside Aircraft storage space. Operator shall provide at least four thousand (4,000) square feet of terminal space for offices, pilot lounge, public lounge and waiting room, pilot briefing room, pilot sleep room, and public restrooms. Operator shall provide at least seven thousand (7,000) square feet of inside Aircraft maintenance and repair shop(s) and spare parts storage.
  - d. Operator shall construct above ground fuel farm storage facilities for aviation fuels in the minimum capacity of at least ten thousand (10,000) gallons of aviation gasoline and ten thousand (10,000) gallons of turbine fuel (Jet A) in a storage area to be designated by the City. Construction or alteration of storage and distribution facilities shall be approved by the City in advance, in writing, and shall meet all applicable safety standards and regulations of the aviation fueling industry, Department of Environmental Protection and the NFPA, and shall be acceptable to the FAA. The City and other appropriate governmental agencies may inspect these facilities at any time to assure compliance with established standards.
  - e. Operator shall provide at least twelve thousand (12,000) square feet of Aircraft parking Apron within its leasehold.
  - f. Operator shall provide Aircraft tie-down spaces.
  - g. Operator shall provide paved access from its facilities to Airport's taxiway system. Such taxiway access shall meet all applicable City and FAA standards for the largest general aviation Aircraft type normally expected to use the Operator's facilities.
  - h. Operator shall provide at least the number of parking spaces required by applicable Federal, State, or local codes and regulations.
  - i. Operator shall have its premises open and Aircraft fueling and passenger, crew, and Aircraft ground handling services, support and amenities continuously available to the public seven (7) days a week (including holidays) at least twelve (12) hours a day. Operator shall have its Aircraft Maintenance premises open and available to the public no less than eight (8) hours a day, five (5) days per week.
  - j. Operator shall employ and have on duty during the required hours of operation, an adequate number of properly qualified and, where applicable, licensed personnel to provide the level of service commensurate with the Aeronautical Services offered by Operator, and as required by these Standards. Operator's office shall be attended at all times while the facility is open for business.
- F. Aircraft maintenance and repair – Any individual, group, or organization desiring to conduct or engage in Aircraft Maintenance and Repair shall meet or exceed the following requirements:
- a. Operator shall lease from the City an area of not less than 87,120 square feet (two acres) of land to provide space for: hangars and other buildings; paved private vehicle parking; paved Aircraft Apron; paved pedestrian walkway; surface water management; and all storage, utilities, and support facilities.

- b. Operator shall construct hangar facilities providing at least five thousand (5,000) square feet of Aircraft storage space, and at least one thousand (1,000) square feet of office, public lounge, and public restrooms.
- c. Operator shall provide at least eight thousand (8,000) square feet of paved Aircraft parking and operational area within his leasehold.
- d. Operator shall provide paved access from its facilities to the Airport's taxiway system. The paved taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used in Operator's facility.
- e. Operator shall provide sufficient shop space, equipment, supplies and availability of Aircraft parts. Further, Operator shall assist with emergency Aircraft recovery services as necessary to promptly remove disabled general aviation Aircraft from the airfield of the largest type normally expected to use the Airport.
- f. If Operator is a FAR Part 145 approved Repair Station, Operator shall display evidence of such FAA certification in his/hers office area and provide a copy to the City.
- g. Operator shall have its premises open and available no less than eight (8) hours a day, five (5) days a week. Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.
- h. Operator shall employ, and have on duty during the required operating hours, trained personnel in such numbers as are required to meet these Standards in a safe and efficient manner.
- i. Operator shall conduct all maintenance operations in accordance with the Airport Rules and Regulations, adopted NFPA code, applicable Department of Environmental Protection rules, Standard Operating Procedures, and best management practices, and other relevant safety regulations.

G. On demand aircraft charter – Any individual, group, or organization desiring to engage in On Demand Aircraft Charter at the Airport shall meet or exceed the following requirements:

- a. Operator shall lease the City an area of not less than 87,120 square feet (two acres) of land to provide space for: hangars and other buildings; paved private vehicle parking; Aircraft Apron; paved pedestrian walkway; surface water management; and all storage, utilities, and support facilities.
- b. Operator shall construct hangar facilities providing at least five thousand (5,000) square feet of Aircraft storage and at least one thousand (1,000) square feet of space for offices, pilot briefing room, pilot and training lounge, and public restrooms.
- c. Operator shall provide at least eight thousand (8,000) square feet of paved Aircraft parking and operating area within its leasehold.
- d. Operator shall provide paved access from its facilities to the Airport's taxiway system. The taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used by Operator in his facility.
- e. Operator shall have its premises open and available no less than eight (8) hours a day, five (5) days a week. The Operator shall make provision for

someone to be in attendance in the office at all times during the required operating hours. The Operator shall also provide for "on-call" services during off hours.

- f. The Operator shall provide properly certified and airworthy Aircraft,
- g. The Operator shall employ and have on duty during the required operating hours trained personnel in such numbers as may be required to meet these Standards in a safe and efficient manner to permit the flight activity offered by Operator. All flight crews shall be properly rated for the Aircraft operated.
- h. Operator shall provide evidence of a current FAA Part 135 Certificate or a Provisional Part 135 Certificate.

H. Aviation fuel storage and dispensing facilities – Only an FBO is allowed to sell and dispense aviation fuels and oils to the public. No aircraft owner, aircraft operator, tenant, or other person or entity at the Airport shall store or dispense aviation fuel from any source or facility which is permanent or semi – permanent (which activity is referred to hereafter as "Fuel Storage and Dispensing"), without complying in full with the following standards:

- a. Only a tenant lawfully in possession of a leasehold at the Airport, under a written lease from the City of Leesburg (hereafter referred to as the "City"), having a hangar or other building at the Airport with at least 13,000 square feet of enclosure in a single structure, shall engage in Fuel Storage and Dispensing.
- b. No tenant shall engage in Fuel Storage and Dispensing unless those activities are specifically authorized in the lease between the tenant and the City. To the extent of any conflict between the terms of any lease, and this Policy, the more restrictive of the two shall take precedence.
- c. The land area under lease shall be sufficient to contain all buildings and facilities required to engage in Fuel Storage and Dispensing, and to meet all applicable setbacks and other requirements imposed by this Policy or other applicable laws, rules and regulations. No facilities for Fuel Storage and Dispensing shall be located closer than 50 feet to any other buildings, structures or improvements, or closer than the setbacks imposed by any general land use regulations or any laws, rules and regulations of any level or agency of government specific to such activities, whichever distance is farthest.
- d. No facilities for Fuel Storage and Dispensing shall be located closer than 66.25 feet from the centerline of any taxiway, to allow for proper wing clearance of existing aircraft and proposed future use by larger aircraft at the Airport.
- e. If it becomes necessary or desirable for the utilization of the Airport in the best interests of the public, the owner of any facilities utilized for Fuel Storage and Dispensing shall relocate such facilities to another location on the Airport, such as but not limited to a common fuel farm, at the owner's expense, and promptly following such relocation the owner shall, at the owner's expense, restore the former location of the facilities to its original, undisturbed condition.
- f. All tanks utilized for Fuel Storage and Dispensing shall be above ground and surrounded by the proper containment facilities required by law; no



underground tanks will be permitted under any circumstances. All tanks shall have a capacity of at least 10,000 gallons and any mobile refueler utilized in conjunction with the fixed tanks shall have a minimum capacity of 500 gallons and its use shall be restricted to the leasehold premises of the tenant engaging in Fuel Storage and Dispensing.

- g. All self-fueling operations shall be conducted in strict accordance with applicable federal, state, local and industry standard laws, ordinances, rule and regulations, now in effect or hereinafter enacted or amended.
- h. Anyone who engages in Fuel Storage and Dispensing must provide adequate paved aircraft parking apron space to accommodate those activities with sufficient space to maneuver aircraft into position for fueling without endangering existing buildings or improvements either on the leasehold of the person engaging in such activities or on any other land at the Airport.
- i. The facilities utilized for Fuel Storage and Dispensing must be manned at all times during operation by persons with proper training and certification to operate the fueling facilities. The tenant must submit to the City on an annual basis, through the Airport Manager, certifications for the training in safety and other applicable procedures for each person who will conduct Fuel Storage and Dispensing activities on the tenant's premises.
- j. No person engaged in Fuel Storage and Dispensing at the Airport shall provide fuel service to any aircraft other than aircraft owned by the tenant upon whose leasehold premises the fueling facilities are located, or aircraft under lease to such tenant for a term in excess of six months. Without limiting the generality of the foregoing, no aircraft borrowed by the tenant, in the possession of the tenant for any reason without ownership by the tenant or a valid lease for more than a term of six months, or owned, leased, borrowed by or in the possession of any employee or agent of a tenant, shall be provided fuel from the tenant's Fuel Storage and Dispensing facilities. No fuel shall be sold or dispensed, whether or not for monetary or other consideration, to any other aircraft or to the public. Neither the fueling facilities nor any other portion of the tenant's leasehold premises may be assigned, subleased, shared, traded or otherwise utilized by anyone other than the tenant, without the prior, written consent of the City issued after approval by a majority vote of the City Commission.
- k. All facilities utilized for Fuel Storage and Dispensing shall be constructed and maintained at the sole expense of the tenant, in strict compliance with all applicable laws, rules and regulations of each level and agency of government having jurisdiction over the activity. The City shall have the right to review and approve, in writing, all plans and specifications for the facilities before construction is commenced, including the architectural design and color scheme, and all necessary permits shall be obtained prior to commencement. Only qualified and licensed contractors shall be utilized for the construction and maintenance of the facilities. No signs or other verbiage, and no "corporate colors or other recognizable logo of any kind, which would constitute advertising, shall be painted on or in any manner affixed to or displayed on, any of the equipment or facilities utilized for Fuel Storage and Dispensing.

- l. Before utilization for Fuel Storage and Dispensing, the facilities intended for that purpose must be inspected and approved by the City, Lake County and Florida Department of Environmental Protection, and thereafter the facilities shall be inspected by those agencies on an annual basis. The facilities must be licensed at all times by the Florida Department of Environmental Protection and such license shall be displayed prominently at the facility.
- m. All who engage in Fuel Storage and Dispensing at the Airport shall provide a policy or policies of insurance providing the following coverage, or insurance coverage as required under the tenant's lease with the City, whichever specifies the broadest coverage and highest limits:
  1. Public liability insurance covering death or injury to persons, and damage to property, having limits of not less than \$3,000,000.00 for death or injury, and \$2,000,000.00 for damage to property.
  2. Pollution insurance with limits of not less than \$3,000,000.00 providing coverage against any contamination and costs to abate, clean up and remediate any contamination caused by or emanating from the tenant's Fuel Storage and Dispensing facilities.
  3. All such policies shall name the City as an additional insured, be issued by insurers licensed to do business in Florida having a rating of "A" or better from A.M. Best, require written notice from the insurer to the City at least 30 days prior to termination or expiration, and contain a waiver of subrogation in favor of the City.
  4. Proof of such insurance shall be provided prior to commencement of Fuel Storage and Dispensing, and thereafter either on an annual basis or at any time the policy is terminated, expires, lapses for nonpayment or otherwise becomes ineffective, whichever occurs soonest.
  5. Failure to have insurance in force in compliance with this Policy shall give the City the right to suspend the tenant's privilege of engaging in Fuel Storage and Dispensing immediately, without prior notice or hearing, until insurance coverage is restored in full, provided that any tenant whose privileges are suspended under this subpart may request a hearing before the City Commission at its next regularly scheduled meeting to appeal the suspension by giving written notice requesting such a hearing to the City Manager no later than 10 days after the suspension takes effect.
- n. In consideration of the privilege of engaging in Fuel Storage and Dispensing, any tenant doing so at the Airport shall remit to the City fuel flowage fees on a per – gallon basis for each gallon of fuel dispensed, in an amount established from time to time by resolution of the City Commission. All facilities used for Fuel Storage and Dispensing must have metering devices that maintain and produce accurate records of fuel dispensed and are calibrated and approved by the Florida Department of Agriculture and Consumer Services. Each metering device shall be



inspected and certified to be correct at least annually by a person or company licensed and qualified to insure that the device is calibrated properly, and a written report shall be submitted to the City at least annually, within no more than 20 days from such inspection, certifying that the device is measuring accurately the volume of fuel being dispensed. Within 10 days of the close of each calendar month, the tenant shall provide the City with copies of the written records produced by the metering device along with payment of the fuel flowage fees due for the preceding month. If the fees are not paid by the 15th day of the month after the fuel is dispensed, a late fee in the amount of 5% of the total fees due for the preceding month shall be added to the amount due, and if the fees are not paid by the 25th of the month then the City may suspend the privilege of the tenant to engage in Fuel Storage and Dispensing until all past due amounts including late fees are paid in full. If any check tendered in payment of fuel flowage fees is returned unpaid, the City may impose a requirement that future fees be paid by wire transfer, cashier's check or other certified and cleared funds.

- o. Since this Policy is enacted to protect the public health, safety and welfare, to ensure to the greatest degree possible the safe operation of facilities for Fuel Storage and Dispensing, to minimize the possibility of fire, spills, contamination or other casualty arising from Fuel Storage and Dispensing, and to provide financial protection to the City and the public through adequate insurance coverage, no requests for variances from any provision of this Policy shall be accepted or considered by the City.
- p. By electing to engage in Fuel Storage and Dispensing, the tenant consents to the inspection of the leasehold premises in general, and the facilities for Fuel Storage and Dispensing in particular, by personnel of the City, at any time without prior notice, for the purpose of ensuring compliance with this Policy and applicable law. If any inspection reveals, or the City otherwise becomes aware of the existence of, any violation of this Policy, the following shall apply:
  - 1. If the violation is determined by the City in the exercise of its reasoned discretion to present an immediate hazard to the health, safety or welfare of the general public or others at the Airport, or to the environment, the privilege of engaging in Fuel Storage and Dispensing may be suspended immediately without prior notice or hearing, provided that any tenant whose privileges are suspended may request a hearing before the City Commission at its next regularly scheduled meeting to appeal the suspension by giving written notice requesting such a hearing to the City Manager no later than 10 days after the suspension takes effect.
  - 2. If the violation does not present an immediate hazard to the health, safety or welfare of the general public or others at the Airport, or to the environment, the tenant shall be given written notice specifying the violation and providing the tenant a reasonable time, under the circumstances of the violation, to effect a cure. If the violation is not remedied within the time specified in the notice, a hearing shall be scheduled before the City Commission to hear evidence from the City and the tenant



concerning the violation, determine if in fact a violation exists, and issue an appropriate order which may include, but is not required to be limited to, suspension of the privilege of Fuel Storage and Dispensing until the violation is remedied, placing limits on the privilege until the violation is remedied, and imposing a monetary penalty not to exceed \$250.00 for each day the violation remains outstanding.

3. If the violation is not remedied within 30 days after adjudication of the violation at the hearing required in subpart 2 above, and all fines accrued have not been paid, the privilege of engaging in Fuel Storage and Dispensing shall be suspended automatically until the violation is cured and all fines and penalties are paid in full.
4. If a tenant is adjudicated to be in violation of this Policy more than twice in any two year period, the City may revoke permanently the privilege of engaging in Fuel Storage and Dispensing, or may suspend that privilege for a period not less than 180 days nor more than 365 days. If any tenant whose privilege to engage in Fuel Storage and Dispensing has been suspended under this Policy is found to have engaged in such activities during the period of the suspension, then the privilege shall be revoked permanently.

#### **Sec 4 – 22. Combined Aeronautical Activities.**

Any individual, group, or organization conducting a combination of specific Aeronautical Activities listed in these Standards shall not be required to duplicate the requirements of the individual activities but where the requirement of one activity is sufficient to meet the requirement of a separate activity to be conducted, the one facility shall be sufficient to meet both requirements.

#### **Sec. 4 – 23. Other Aeronautical Activities.**

Any Aeronautical Activity not specifically addressed in these Standards shall be considered and evaluated on an individual basis. The City reserves the right to establish reasonable minimum standards and guidelines for such Aeronautical Activity in a nondiscriminatory manner consistent with the intent of these Minimum Standards.

#### **Sec. 4 – 24. Not Applicable to City Owner Hangars.**

These Standards do not apply to Aircraft hangars owned and operated by the City. However, such Tenants must comply with FAA standards and applicable Rules and Regulations, and with the requirements of their respective leases.

#### **Sec. 4 – 25. Airport Management.**

The management and operation of the Airport are responsibilities of the Airport Manager, who reports directly to the City Manager. Airport related matters, including

all matters within its boundaries, shall be reviewed by the Airport Manager to ensure compliance with applicable regulations and development plans.

#### **Sec. 4 – 26. Waivers and Variances.**

The City may waive all or any portion of these Standards for the benefit of governmental agencies performing public services if those services are performed for:

- a. The general public in time of emergency.
- b. Emergency medical or rescue services to the public.
- c. Fire prevention or firefighting operations.

The Airport Manager may authorize temporary use of Airport property by governmental agencies in case of emergencies.

The City may, in its sole discretion, waive or vary any of these Standards where the City deems such waiver or reduction to be in the best interest of the public or of the Airport, provided that no such waiver or variance shall be granted if the effect thereof would be deleterious to the Airport or to the health, safety and welfare of the public or if it would materially increase the hazard from the activity for which the waiver or variance is sought. A waiver or variance shall be granted or withheld in the sound discretion of the City, and shall not be considered a matter of right nor shall the granting of any waiver or variance constitute a precedent justifying any other waiver or variance.

## **SECTION II.**

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

## **SECTION III.**

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

**SECTION IV.**

This Ordinance shall become effective upon its passage and adoption according to law.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 12th day of November 2013.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk